

## BRIG GOOD INTENT.

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LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS,  
TRANSMITTING A COPY OF THE CONCLUSIONS OF LAW AND  
FACT IN THE FRENCH SPOILIATION CASES RELATING TO BRIG  
GOOD INTENT AGAINST THE UNITED STATES.

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FEBRUARY 5, 1902.—Referred to the Committee on Claims and ordered to be printed.

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COURT OF CLAIMS,  
*Washington, D. C., February 4, 1902.*

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the conclusions of fact and of law, filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel, brig *Good Intent*, Oliver C. Blunt, master.

Respectfully,

JOHN RANDOLPH,  
*Assistant Clerk Court of Claims.*

Hon. DAVID B. HENDERSON,  
*Speaker of the House of Representatives.*

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[Court of Claims. French spoiliations. (Act of January 20, 1885; 23 Stat. L., 283.) Brig *Good Intent*, Oliver C. Blunt, master.]

No. of cases.

Claimant.

2534. Thomas Scott, administrator estate of Mark Simes, deceased.

2898. Frederick P. Jones, administrator estate of Martin Parry, deceased.

### PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 10th day of April, 1901.

The claimants were represented by J. M. Wilson, William T. S. Curtis, Theodore J. Pickett, and John W. Butterfield, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, Charles W. Russell, and John W. Trainer, esqs., with whom was Assistant Attorney-General Louis A. Pradt, esq.

### CONCLUSIONS OF FACT.

The court, upon the evidence and after hearing the arguments and considering same with the briefs of counsel on each side, determine the facts to be as follows:

I. The brig *Good Intent*, Oliver C. Blunt, master, sailed on a commercial voyage from the port of Portsmouth, State of New Hampshire, in the month of August, 1800, bound for Martinico, in the West Indies. While peacefully pursuing said voyage she was captured on the high seas on or about the 4th day of September, 1800, by the French privateer *La Resolu*, Captain Langlais, and taken into the island of Guadeloupe, where, on the 15th day of September, 1800, said vessel and her cargo were condemned as good prize and ordered to be sold by the French tribunal sitting at Basse-Terre, in said island, whereby both vessels and cargo became a total loss to the owners.

The grounds of condemnation, as set forth in the decree, were as follows:

"Considering that from said papers analyzed, and from those of the examination above mentioned, it is established that the affidavit which is at the bottom of the sea letter of which the captain is the bearer is only signed by a notary public, and not by a naval officer, as is prescribed in article 25 of the treaty between France and the United States on the 6th of February, 1778, and that he is consequently in contravention to his passport.

"Considering that, according to the said sea letter, it appears that the said captain cleared from Portsmouth to go to Martinique, and that in his replies at the interrogation to which he was subjected, as well as by those of the men of his crew, it was declared that they went to Barbados, which is a double contravention to his passport.

"Considering that it is shown from the same interrogation of the captain that he had no invoice, charter party, or bill of lading, and that by the default of these papers the cargo of said vessel is not sufficiently established to be neutral.

"Considering that the rôle d'équipage, of which the captain is the bearer, is an informal document, inasmuch as there is found upon it only the signature of one witness, that of Mr. Mark Simes, the one-half owner of the said vessel and cargo, and being null for the reason that he could not sign for his own benefit."

II. The *Good Intent* was a duly registered vessel of the United States of 90 $\frac{5}{8}$  tons burthen, built at Kittery, Me., in the year 1799, and was owned in equal shares by Mark Simes and Martin Parry, both of whom were citizens of the United States.

III. The cargo of the *Good Intent* at the time of said capture consisted of codfish, beef, pork, boardt, shingles, etc., but who were the owners of the same does not appear, nor is it shown that the cargo was neutral.

IV. The losses by reason of the capture and condemnation of the *Good Intent* so far as is established by the evidence were as follows:

Value of the vessel..... \$4,040

Of the above sum of \$4,040, Mark Simes and Martin Parry each lost one-half, or \$2,020, respectively.

The claimants, Thomas Scott and Frederick P. Jones, have produced letters of administration for the estates of Mark Simes and Martin Parry, respectively, and have otherwise proved to the satisfaction of the court that the persons' estates they represent were the same persons who suffered loss by reason of the capture of the said brig *Good Intent*.

Said claims were not embraced in the convention between the United States and the Republic of France, concluded the 30th of April, 1803, and were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claim which has never been assigned except as aforesaid.

#### CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States, and that the claimants are entitled to the following sums from the United States:

Thomas Scott, administrator estate of Mark Simes, two thousand and twenty dollars .....	\$2, 020
Frederick P. Jones, administrator estate of Martin Parry, two thousand and twenty dollars .....	2, 020
Total amount recoverable.....	4, 040

BY THE COURT.

Filed April 15, 1901.

A true copy.

Test this 4th day of February, A. D. 1902.

[SEAL.]

JOHN RANDOLPH,  
Assistant Clerk Court of Claims.